

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTHERN ILLINOIS UNIVERSITY

AND

TEAMSTERS LOCAL 330

AN AFFILIATE OF THE INTERNATIONAL BROTHEROOD OF TEAMSTERS

TRANSPORTATION DEPARTMENT

JULY 1, 2021 - JUNE 30, 2024

PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to promote a sound and mutually beneficial relationship between the Employer and the Union. The Employer and the Union are committed to the uninterrupted effective performance of the teaching, research, and public service functions of the Employer, subject to any changes in State or other laws or policies applicable to the Employer. The Union will strive to maintain these functions through the performance of the regularly assigned and related duties of the classifications covered by this Agreement.

AGREEMENT

This Agreement is made and entered into between the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY, hereinafter called the "Employer," and TEAMSTERS Local Union No. 330, hereinafter called the "UNION."

ARTICLE I: RECOGNITION, MEMBERSHIP

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to hours, wages, terms, and conditions of employment for the bargaining unit consisting of the following position classifications:

Automotive Technician
Motor Vehicle Operator/Mechanic

Section 1.2

In the event that the Union seeks to add to the bargaining unit a position classification which may be appropriate to the bargaining unit, the parties agree to meet to discuss the inclusion of the position classification in the bargaining unit. The final determination as to the appropriateness of the inclusion of additional position classifications in the bargaining unit is solely within the jurisdiction of the Illinois Educational Labor Relations Board.

Section 1.3

The parties agree that the change in title of a position classification in the bargaining unit shall not remove the position classification from the bargaining unit as long as the type of work performed by the position remains essentially the same.

Section 1.4

This agreement is authorized by the Illinois Educational Labor Relations Act (IL. Rev. Stat., Ch. 48, Par, 1701 et seq.)

ARTICLE II: NON-DISCRIMINATION

Section 2.1

In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee covered by this Agreement because of handicapped, physical or mental condition, race, creed, color, national origin, sex, sexual orientation, age, parental status, marital status, or

political affiliation. Further, the parties agree not to discriminate against disabled veterans and veterans of the Vietnam Era.

Section 2.2

The Union agrees that it will not conduct Union business during working hours and that requests for meeting room space must be cleared through the Transportation Service Manager or designee.

Section 2.3

The Employer will not discriminate against any member, steward, or officer of the Union including those who are participating in negotiations, adjustment of grievances or the performance of committee work which is in the interest of the Union and its members.

ARTICLE III: MANAGEMENT RIGHTS

Section 3.1

The Employer continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority, which the Employer has not abridged, delegated or modified by the express provisions of this Agreement, is retained by the Employer. The rights of the Employer, through its management officials include, but is not limited to, the following:

- a) determine the overall budget of the Employer;
- b) determine control and exercise discretion over the organization and efficiency of operations including cost savings measures;
- c) direct the employees, including the right to assign work;
- d) hire, examine, evaluate, promote, train and schedule employees in positions with the Employer;
- e) suspend, demote, discharge, or take other disciplinary action against the employees for proper cause;
- f) increase, reduce, change, modify or alter the composition and size of the workforce with proper notification to the local union;
- g) set standards for services to the public (standard is not limited to attendance, performance, conduct, dress code, and customer service standards);
- h) change or eliminate existing methods, equipment or facilities;
- i) determine the purpose of each of its service areas;
- j) determine the locations, methods, means, and personnel by which new or temporary operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;
- k) Require training and/or course work related to duties within classification and/or job description including performance, conduct, and University policies;
- l) Require a valid driver's license based on the classification, including ongoing maintenance of such license, related to the scope of employment as a condition of continued employment.
- m) Counsel employees on areas that need improvement, such as letter of expectations, counseling statements, and/or performance improvement plans.

Section 3.2

Employee personnel files will be handled in accordance with campus wide university policies and procedures. Verbal and written warnings will be removed from consideration for progressive discipline after 12 months has passed and no other corrective action has occurred. Employees may review their official personnel file by appointment with Human Resource Services.

Section 3.3

The Employer agrees to supply each bargaining unit employee with a University email address. The Employer may elect to communicate with employees by email. Bargaining unit employees are expected to check their email daily, during scheduled work hours, and are responsible for such communications.

ARTICLE IV: UNION SECURITY/CHECK OFF

Section 4.1

When a new employee is hired, the Employer shall notify the Union at least five (5) working days prior to such employment, providing all relevant information in compliance with the Illinois Public Labor Relations Act, as amended, for the duration of the collective bargaining agreement. When a new employee is hired, the Employer shall contact the Union so that the Union may provide a Union Membership application/check off authorization form to such employee with instructions to fill out the application form and return it. Where laws require written authorization by the employee, same is to be furnished to the Employer on the required form.

Section 4.2

The Employer shall not discourage employees from becoming Union Members or authorizing dues deductions and shall not otherwise interfere with the relationship between employees and their exclusive bargaining unit representative. The Employer shall refer all inquiries about Union membership to the Union. If a bargaining unit employee requests a change in membership/dues status, the employee will be referred to the Union. The Employer will not cease voluntary deductions from a bargaining unit employee unless directed to do so by the Union.

Section 4.3

The Employer agrees to deduct Union dues, assessments, and Union sponsored benefit program contributions from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union, request in writing that such deductions are made. The Union shall certify the current amount of Union deductions.

Section 4.4

The amount of the above employee deductions shall be remitted to Teamsters Local 330 after the deduction is made by the Employer with a listing of each employee, social security number, and the individual employee deduction(s).

Section 4.5

It is understood and agreed that the Employer and the Union jointly acknowledge and respect the provisions of the "Wage and Salary Withholding Act" as amended, in regard to dues authorization and revocation cards.

Section 4.6

The Union shall indemnify and hold harmless the Employer, its officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reasons of action taken by the Employer for the purposes of complying with the above provisions of this clause or in reliance on any list, notice, certification, affidavit or assignment furnished.

ARTICLE V: ECONOMIC LOSS

Section 5.1

Employees covered by this Agreement receiving higher wages or more attractive working conditions than those provided for in this Agreement shall suffer no reduction by virtue of this Agreement and shall be paid all increases in wages negotiated herein.

ARTICLE VI: DRUG TESTING

Section 6.1

The University will comply with Federal regulations on Drug and Alcohol Testing. (49 CFR Sec. 382.101, et seq.)

Section 6.2

The University will pay for any mandatory pre-employment, random, post-accident, and reasonable suspicion alcohol and drug testing, per the University's CDL Alcohol & Drug Testing Policy.

Section 6.3

The University will pay for any DOT Medical Certification(s) that may be required whether mandated through the university or state/federal laws. On a case-by-case basis, Management will determine if noncompliance will deem employee ineligible for employment or eligibility for light duty. Employees deemed noncompliant with DOT Medical Certification and approved for Workers Compensation by Employer due to work related injuries will not be determined ineligible for employment before rehabilitation opportunities have been determined, provided, and exhausted. Employer's Workers Compensation Policy will govern employment eligibility. This paragraph does not apply to probationary employees.

ARTICLE VII: BULLETIN BOARDS

Section 7.1

The Employer agrees to furnish bulletin board space adjacent to lockers in the shop area for the posting of Union notices related to regular Union business. Such notices shall not be political or partisan in nature and shall not defame the Employer or any individual employed by the University or the State. While not limited to the following, notices shall be such as: Union meetings, Union elections, and appointments, results of Union elections, recreational, social and educational programs. All posted notices shall be signed by an officer of the Union.

ARTICLE VIII: UNION ACTIVITY

Section 8.1

Authorized representatives of the Union shall have access to the University's establishment at all reasonable times for the purpose of adjusting disputes, investigating working conditions and ascertaining compliance with this agreement. The Union agrees not to unreasonably delay employees during working hours and provide twenty-four (24) hour notice prior to meeting with membership to the Transportation Service Manager, or designee. Management will allow the Union to make brief visits with notice less than twenty-four (24) hours for dispensation of information needed by the members (i.e. Dues receipts, calendars, applications, etc.).

ARTICLE IX: NO STRIKE/NO LOCKOUT

Section 9.1

During the term of this Agreement or any extension thereof, neither the Union nor any employee covered by the Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the University.

Section 9.2

The Employer will not lock out any employees covered by this Agreement during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE X: SUBCONTRACTING

Section 10.1

Bus trips may be contracted out when use of university vehicles is not appropriate as determined by the Transportation Service Manager, or designee.

Section 10.2

The Transportation Manager, or other qualified university personnel (as determined by the management), shall be able to perform driving duties when all Motor Vehicle Operator/Mechanics are already working or are unavailable for duty. Management or other qualified personnel may perform driving duties when a written request is submitted by university administration.

Section 10.3

Towing of vehicles, maintenance, and/or repairs may be subcontracted when the university does not have the equipment necessary to properly perform such service. The Garage Foreman will determine if the university possesses such equipment and if/when the service can be provided.

Section 10.4

Maintenance or repairs may be subcontracted when Transportation Department personnel do not possess the knowledge and expertise necessary to properly perform said maintenance or repair. The Garage Foreman will determine if Transportation Department personnel possess said knowledge and expertise. Such work shall be performed by bargaining unit employees if such knowledge and expertise exist.

Section 10.5

Employer may hire temporary employees (extra help and/or students) with the same required qualification, to assist with workload or classifications covered in this agreement. Such employment will be in accordance with State University Civil Service policies and procedures and will not displace a bargaining unit member. These employees will be paid at a rate in accordance with Article 14 of this agreement.

ARTICLE XI: SCHEDULING

Section 11.1

The University shall make every reasonable attempt to give employees eight (8) hours off between work assignments. If an employee is required to work with less than eight (8) hours rest, the University agrees to pay time and one half for all hours short of the required eight (8) hours.

Section 11.2

Schedules will be prepared each Monday for a period through the next fourteen (14) days. This schedule will be subject to change due to additional requests, cancelled requests, time changes, illness, or employees requesting not to work. Employees requesting not to work once the schedule has been issued will be charged with overtime as appropriate.

Section 11.3

Vacation requests will be granted by seniority when the request is made before two (2) months prior to the first day of the month of the requested vacation.

For vacation during January, request must be by November 1

February,	December 1
March,	January 1
April,	February 1
May,	March 1
June,	April 1
July,	May 1
August,	June 1
September,	July 1
October,	August 1
November,	September 1
December	October 1

Vacation requests made after the deadline will be reviewed and considered on a first come first service basis subject to operational needs as determined by the Employer.

ARTICLE XII: SENIORITY

Section 12.1

Seniority for purposes of this agreement shall be as defined in the "State Universities Civil Service System Statute and Rules."

ARTICLE XIII: GRIEVANCE/ARBITRATION/DISCIPLINE

Section 13.1

A grievance shall be defined as any dispute or difference between the parties with respect to the application, administration and interpretation of the provisions of this Agreement. All grievances shall be filed in accordance with the provisions herein. The grievant may be an employee, group of employees or the Union. Grievances filed by the Union shall be initiated in writing at step three (3) of the grievance process within five (5) working days after the Union becomes aware or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance. For purposes of the grievance procedure, workdays are considered to be Monday through Friday. To promote a speedy resolution at the lowest level possible, the Employee agrees to first discuss the workplace issue with the unit supervisor to address the matter prior to filing a grievance.

Section 13.2

An employee may choose to pursue a grievance with or without representation. Obtaining representation shall be totally the responsibility of the employee. An employee representative, other than an attorney, may be involved with the employee at any step within the grievance procedure.

Section 13.3

The time limits herein set forth may be extended by mutual consent of both parties if submitted in writing to the Manager, Labor Relations. If at any step within the grievance procedure the Employer fails to respond within the time limits herein set forth, the grievant may appeal the grievance to the next step within five (5) working days.

Grievance Procedures

Section 13.4

Step 1: Within seven (7) calendar days after the first occurrence, or within seven (7) calendar days after the grievant becomes aware or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance, the grievant shall present the grievance, in writing, by email, to the Transportation Service Manager. The immediate supervisor shall provide a written response within seven (7) calendar days after such presentation (provided that university offices are open and shall be based on university operating calendar).

Section 13.5

Step 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2, the grievance and the Step 1 response shall be reduced to writing and signed by the grievant and the Transportation Service Manager. The written grievance shall contain a complete statement

of the facts, the provision or provisions of this Agreement at issue and the relief requested. The written grievance shall be submitted to the department head either in person or via email within seven (7) calendar days of the Transportation Service Manager's written response. The Director of Campus Services shall meet with the grievant in an attempt to resolve the grievance at a time mutually agreeable to the parties. The Director's response shall be reduced to writing within seven (7) calendar days following the meeting (provided that university offices are open. This shall be based on the university operating calendar).

Section 13.6

Step 3: If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3, the grievance shall be submitted within ten (10) workdays to the Director of Labor Relations, or designee, who will schedule a meeting with the grievant, management, and the Union representative at a time mutually agreeable to the parties. The Director of Labor Relations, or designee, shall issue a written response to the grievance within fifteen (15) calendar days of the meeting, unless the time frame is extended by mutual agreement.

Arbitration

Section 13.7

If the grievance is not settled at Step 3 the Local Union Executive Board may present the grievance to the Vice President for Administration and Finance, or designee, for arbitration within ten (10) workdays after receipt of the Vice President for Administration and Finance, or designee Step 3 response.

Section 13.8

The arbitration panel shall be composed of one (1) representative appointed by the Vice President for Administration and Finance, or designee, one representative appointed by the Union and a third member chosen by two (2) from a list provided by the Federal Mediation Conciliation Service. The member chosen by the two (2) representatives shall serve as Chairman of the panel. A decision approved by any two (2) members of the panel shall be binding on the parties. The cost of services of the Chairman of the panel, court reporter, transcripts and all other costs incurred by the panel, except compensation of the two (2) original appointees, shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses or representatives.

Section 13.9

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties. Board of Trustees Regulations and Bylaws, University Rules and Policies, Laws of the State of Illinois and Rules and Regulations of Administrative Agencies are not subject to arbitration. Pursuant to current University Civil Service Statutes and Rules, matters relating to the discharge or dismissal of an employee are not subject to arbitration. The arbitrators shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrators shall only consider and make a decision with respect to the particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrators shall be without power to make a decision or render an award contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, and regulations having the force and effect of law. No liability shall accrue against the Employer for a date prior to the date the grievance was presented in Step 1. The arbitrators shall submit in writing

their decision and award within thirty (30) calendar days following the close of the hearing or the submission briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application to the facts of this Agreement to the grievance presented. Past practices may be considered in interpreting an ambiguous provision of this agreement but may not be considered for the purpose of creating an employee right for Employer obligation or liability. Subject to the provisions of this section, the decision of the arbitrators shall be binding on the parties.

Discipline

Section 13.10

The Employer subscribes to the tenets of progressive and corrective discipline and shall be imposed for just cause. Discipline shall be commensurate with the offense and is subject to the grievance procedure. Progressive corrective action for like or similar incidents include:

- a) Verbal Warning (documented)
- b) Written Reprimand
- c) Suspension without pay
- d) Discharge

For serious offenses, the department may elect to skip one or more steps of discipline.

Three categories of discipline shall be defined, but not limited to:

- 1) Attendance
- 2) Work Performance
- 3) Conduct

ARTICLE XIV: WAGES

Section 14.1

The parties agree to the following new hire rates for the period of July 1, 2021 through June 30, 2024:

NEW HIRE RATES

\$20.40	Auto Tech
\$18.45	Motor Vehicle Operator Mechanic

New hires shall be afforded campus wide increases as all other employees under Article XIV, Section 14.3 below.

Section 14.2

Any employee, whose regular work schedule makes him/her eligible for payment of a shift differential during 60% or more of their hours in pay status, shall be paid that shift differential for all hours in pay status.

Section 14.3

For each of the following fiscal years of this Agreement: FY23 (7/01/2022 through 6/30/2023), FY24 (7/01/2023 through 6/30/2024), the University will grant employees who are employed in the collective bargaining unit, salary increases equivalent to those authorized for general distribution to all non-negotiated hourly Operating Staff employees of the University in accordance with the salary increase distribution procedures approved by the Board of Trustees and outlined in applicable published University Salary Increment Guidelines for the University, including funds appropriated for salary increases by the University via the state appropriate process. These increases will be distributed on an across-the-board basis to eligible employees in the bargaining unit. In the event that the University Salary Increment Guidelines provide for a variable distribution to all hourly Operating Staff employees on the basis of merit or other factors, then the average increment authorized under the respective guideline will be distributed. For purposes of increment amounts, the University Salary Increment Guideline amount applicable to all hourly Operating Staff employees shall be the only increase granted for distribution aside from the \$2.50 hourly increase stipulated the Memorandum of Understanding.

Campus wide increases will apply to individuals employed during time of distribution.

ARTICLE XV: OVERTIME PREMIUMS

Section 15.1

Time and one half for all hours worked over seven and one-half (7.5) in a workday.

Section 15.2

Time and one half for all hours in pay status over thirty-seven and one-half (37.5) in the workweek.

Section 15.3

Overtime for Motor Vehicle Operator Mechanics and Automotive Technicians shall be equalized separately by classifications, CDL and no CDL for technicians, time and one half and double time by year's end as much as practicable on a rotating basis (August 16th – August 15th annually). If overtime refused, employee will be charged the amount of hours of overtime being turned down. An employee when called in for or notified of overtime assignments must respond to the call/notification within thirty (30) minutes, otherwise they will be charged with refusal of overtime. Management will not wait thirty (30) minutes to contact the next employee on the list since matters can be of emergent nature. If all employees refuse the overtime, such assignment will be made on an inverse seniority basis. For Automotive Technicians, overtime accrued in a driving capacity will be equalized and maintained separately from general overtime.

Section 15.4

Employees will not be charged for overtime when employee is on approved vacation, personal or illness leave, except when the request for leave is made after schedules are assigned.

Section 15.5a

In the case of scheduled weekend trips, an employee will receive pay for a minimum of four (4) hours. The employee must complete all tasks normally associated with the work assigned pursuant to this paragraph. Employees will receive a minimum of four (4) hours pay for any scheduled

weekend trip that is cancelled less than forty-eight (48) hours prior to the scheduled departure provided that the employee reports to and remains on duty for the four (4) hours.

Section 15.5b

An employee will receive a minimum of four (4) hours pay for work assigned on a regularly scheduled day off. The employee must complete tasks normally associated with the work assigned pursuant to this paragraph. Employees will receive the minimum of four (4) hours pay for any work assigned that is cancelled less than forty-eight (48) hours prior to the work assigned pursuant to this paragraph provided that the employee reports to and remains on duty for four (4) hours.

Section 15.6

Double time for all hours worked on the Sunday. For Motor Vehicle Operator/Mechanics, all the Sunday hours (12:00 a.m. through 11:59 p.m. CST) shall be paid double time.

Section 15.7

Retirement is governed by the State University Retirement System. There is no loss of current retirement benefits as a result of collective bargaining.

ARTICLE XVI: GUARANTEES/CALL BACK

Section 16.1

An employee who is called back to work after completing a regular day's work shall receive a minimum of two (2) hours pay at one and one-half (1.5) times the regular rate of pay. An employee called back on a scheduled day off shall receive a minimum of four (4) hours pay at the appropriate rate of pay.

ARTICLE XVII: MEAL PERIOD

Section 17.1

Lunch period will be scheduled by the Employer between the fourth and fifth hour of work and is subject to daily operational needs.

Section 17.2

Upon ratification of this agreement by the members, bargaining unit members may have a one-time selection of their preference for either a 30-minute or 60-minute meal period (unpaid). The selection is to be submitted in writing and is effective the first day of the pay period following the NIU Board of Trustees approval of this agreement. The Employer will provide a written notice of the deadline for members to select their meal period. If a member does not comply with the deadline, the member will waive their right to select and the Employer will determine the duration of the meal period. The selection will remain in place for the duration of this agreement. Both parties recognize that the Employer may schedule the meal period, subject to operational needs. The meal period may not be used to start the day late or leave earlier than scheduled and may not be used in conjunction with any paid breaks.

Section 17.3

Meals will be paid under regulations mandated by state and university policies.

ARTICLE XVIII: MECHANIC TOOL ALLOWANCE / TRAINING

Section 18.1

University shall furnish, upgrade, and replace necessary tools. All tools will be kept in good working order. Condition, upgrading, and necessity of tools will be determined by the Employer, with input from the Motor Vehicle Operator/Mechanics and Automotive Technicians.

Section 18.2

As determined by the Employer, the University will provide training and education of Motor Vehicle Operator/Mechanic and Automotive Technicians as required and approved by the Employer associated with the upkeep and maintenance of the fleet at no cost to the employee. All employees shall be paid at the straight time rate of pay for such.

Section 18.3

The parties recognize the importance of enhancing safety, increasing efficiency, and improving the quality of services provided to the customer. So that drivers may have appropriate directions related to bus routes, the Employer shall equip vehicles with portable GPS devices, appropriate for the vehicle, and will maintain such device in working conditions. The parties recognize and agree that the implementation and use of the GPS shall be for the purposes of safety, efficiency, and improving services. The Employer shall provide the Union with at least (30) days advance notice prior to implementing any other new technological advances or equipment so that the Union has an opportunity to request bargaining over the effects of any new changes.

ARTICLE XIX: UNIFORMS

Section 19.1

The University will supply eleven (11) uniforms year-round.

Section 19.2

Two (2) winter jackets (size extra-large), will be provided/available in the shop for use by the Automotive Technicians.

Section 19.3

Employees agree to wear uniforms issued by employer when performing work duties, while in shop, or as appropriate as determined by Management. Employees performing driving duties must wear clean and appropriate clothing as determined by the Employer.

Section 19.4

ID cards will be replaced at no cost if it becomes worn out (old ID must be turned in). Cost of replacing lost ID cards will be the responsibility of employee.

ARTICLE XX: BENEFITS

Section 20.1

Employee benefits shall be granted in accordance with Board of Trustees Regulations. The implementation of the benefits shall be subject to the grievance procedure.

Section 20.2

In accordance with university policy, employees required to work on Board or University designated holidays or administrative closure days, including weather closure days, will receive the regular rate of pay for the holiday or administrative closure day (7.5 hours). Additionally, the employees will receive one and one-half (1.5) times the regular rate of pay for all hours worked. Employees' regular working schedules will determine holiday employment.

ARTICLE XXI: STARTING TIMES

Section 21.1

Starting times for Automotive Technicians and Motor Vehicle Operator/Mechanics shall be based on operational needs, as determined by the Employer. Motor Vehicle Operator Mechanics reporting time may be based on thirty (30) minutes prior to scheduled departure times. Starting times are subject to change due to operational needs. A fifteen (15) calendar day notice will be given to the bargaining unit members prior to starting time changes.

Section 21.2

The regular work schedule for all Motor Vehicle Operator/Mechanics hired prior to July 1, 2010 shall be Monday-Friday. Any Motor Vehicle Operator/Mechanic hired after July 1, 2010 shall be scheduled either Monday through Friday or Tuesday through Saturday (i.e. regular work schedule will not include Sundays). Any work on a sixth or seventh day shall be compensated in accordance with the provisions of this contract.

Section 21.3

On Mondays, or a Tuesday following a Monday Holiday, a Motor Vehicle Operator/Mechanic can be scheduled to work 6:00 a.m.-2:30 p.m. to clear university vehicles from the overnight return parking lot. This assignment will be made on a rotational basis, using inverse seniority.

Section 21.4

Starting times for Motor Vehicle Operator/Mechanics, when a Motor Vehicle Operator/Mechanics is not assigned a trip, shall be 8:00 a.m. – 4:30 p.m. Shifts will be either Monday through Friday or Tuesday through Saturday with Saturday being 7:00 a.m. – 3:30 p.m.

Section 21.5

Motor Vehicle Operator/Mechanics can be scheduled to fill in for Automotive Technicians when they are absent, in cases of illness or vacation. The regular shifts for the Automotive Technicians will be as follows:

- Schedule A 6:00 a.m. until 2:30 p.m., Monday through Friday
- Schedule B 12:30 p.m. until 9:00 p.m., Monday through Friday
- Schedule C 7:00 a.m. until 3:30 p.m., Tuesday through Friday
7:00 a.m. until 3:30 p.m., Saturday

Section 21.6

If an additional Automotive Technician is employed or a current Automotive Technician position becomes vacant, all current employees will be afforded an opportunity to bid on the schedule attached to the vacant position if the position is to be filled, by seniority.

ARTICLE XXII: HEALTH & SAFETY

Section 22.1

The Employer recognizes its responsibility to make all reasonable provisions for the health and safety of the employees, to assure and enforce compliance with Federal and State laws, and to maintain sound operating practices which will result in safe working conditions.

Section 22.2

The Union recognizes the responsibility of its members to obey reasonable safety rules and follow safe work practices to insure employee safety as well as that of fellow workers.

Section 22.3

An employee shall immediately report any unsafe working condition or work practice to the immediate supervisor.

Section 22.4

The Employer shall not require employees to work in unsafe and unhealthful environments.

Section 22.5

The University and Local 330 agree to require physical examinations and qualifications for drivers. Drivers must have and maintain a current CDL Medical Examiner's Certification as a condition of continued employment. Any disruption of the validity of certification must be reported to the Employer prior to the next workday. The University will pay for such examinations at a medical facility of its choosing. A yearly copy of the driving record, as supplied by the Secretary of State's Office, and a certified copy of any routine physical examinations required by departmental regulations shall be provided by all employees.

Section 22.6

On travel where overnight lodging is required, an employee shall not be required to share a hotel room.

Section 22.7

Transportation will provide locks for locking the cargo bays of the buses. Driver is responsible for locking buses and cargo bays.

Section 22.8

The Union and the University agree that issues regarding the operation of air conditioning equipment may fall within provision of unhealthful working conditions. It will be the Union's responsibility to notify (through documented notification) and work with management to prevent and/or eliminate such unsafe and/or unhealthful conditions.

ARTICLE XXIII: PARKING AND TRAFFIC CITATIONS

Section 23.1

Drivers of University vehicles are responsible for any parking citations and traffic citations. Drivers are instructed to follow all parking and traffic rules and regulations. Employees may submit requests for citations to be appealed by the Transportation Service Manager if citation was received due to a management directive.

Section 23.2

All accident, moving violations, etc., whether occurring on or off duty, shall be reported to the Transportation Service Manager or designee prior to the next scheduled shift and/or trip. Any accident involving an NIU vehicle must follow the Department's accident reporting protocol.

ARTICLE XXIV: TERMINATION

Section 24.1

This Agreement is effective 12:01 a.m. July 1, 2021 and expires on 11:59 p.m. June 30, 2024. This Agreement constitutes the sole and entire existing Agreement between the parties hereto and supersedes all prior agreements, commitments, or practices between the Employer, the Union, and the employees, and expresses all obligations of and restrictions imposed on each of the respective parties during its term. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement. No earlier than ninety (90) days prior to the expiration of this Agreement, either party may initiate negotiation of a successor agreement.

ARTICLE XXV: LIMITATIONS

Section 25.1

This Agreement shall not supersede:

- a) Applicable Federal and State laws as such laws may become amended from time to time;
- b) Rules of Federal and State agencies which have the force and effect of law, as such may be amended from time to time;
- c) Board of Trustees Governing Policy, By-Laws and Regulations as such may be amended from time to time;
- d) Policies, procedures, and provisions of employment as established by Board of Trustees for Northern Illinois University as such may be amended from time to time.

Section 25.2

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior written and oral agreements (commitments and practices) between the Employer, Union, and the employees. This Agreement expresses all obligations of, and restrictions imposed on each of the parties during the term of the Agreement.

Section 25.3

Should any provision of this Agreement or any application thereof become unlawful by virtue of any Federal or State law, Executive Order or decision of a court of competent jurisdiction, the provision or application shall be modified by the parties to comply with the law, order or decision and all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXVI: ACCEPTANCE BY THE PARTIES

IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executed by their duly authorized representatives.

TEAMSTERS LOCAL 330

NORTHERN ILLINOIS UNIVERSITY

Signatures Omitted

Signatures Omitted

Dominic Romanazzi, President

William Hodson
Senior Associate Vice President and
Chief Human Resources Officer

Signatures Omitted

Jesse Perez, EdD.
Director, Employee & Labor Relations
Chief Negotiator